

May 27, 2015

Dear Prospective Bidder:

The City of Belmont is requesting a firm, written price proposal, which meets or exceeds the attached Request for Proposal for the purchase, installation and outfitting of emergency equipment as specified on:

- Five (5) 2016 Ford Police Interceptor Utility Vehicles
- One (1) 2015 Ford F150 Community Service Officer Pick Up Truck

The City of Belmont reserves the right to reject any or all bids, to waive any informality in any bid, to accept other than the lowest bid, or not to award the bid. Bids may be rejected if they show any alterations of the price sheet, additions not called for, or alternative bids not properly documented.

Your proposal should include an itemized cost estimate for all work required for this project. Any assumption or exception made should be clearly noted. If any of the services or materials you are proposing is available through a State of California contract, or other similar government-related master agreement, include your contract number and other relevant information. All quoted prices shall remain firm for the duration of the contract.

Prospective bidders are furnished via email a bid packet. This information is also available at <http://www.belmont.gov/city-hall/public-works/bidding-contract-opportunities>.

This transaction will be covered by a City of Belmont Service Agreement. All terms included in this proposal will be binding.

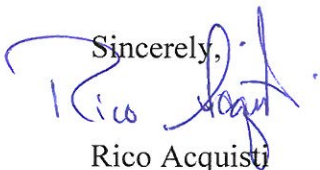
SEALED BIDS will be received at the **City Clerk's Office, One Twin Pines Lane, Suite 375 Belmont, CA. 94002** (hereinafter the City) until **2:00 PM local time, Monday, June 8, 2015**, at which time and place they will be publicly opened. **The envelope must be marked Vehicle Outfitting Bid Documents. Bids received after 2 p.m. on Monday, June 8, 2015, will not be opened nor considered.** It is the bidder's responsibility to verify with courier if bid package was delivered per the above stated bid opening requirements.

The bidder assumes all responsibility for having the bid delivered on time at the place specified. No bidder may withdraw its bid for a period of thirty (30) days after the date set for the opening of bids. The City reserves the right to reject any or all bids, and to waive any irregularities in the bids.

Winning bidder shall have a valid Belmont Business License before any work commences.

Please contact me if you have any questions at (650) 595-7466. My FAX number is (650) 637-2991.

Sincerely,



Rico Acquisti
Senior Mechanic
racquisti@belmont.gov



The City of Belmont is requesting proposals from qualified vendors to supply and install emergency equipment associated with police vehicles.

Project Description

The Belmont Fleet Management Division has recently ordered five (5) 2016 Ford Police Interceptor Utility vehicles. Four (4) of these units will be black and white patrol vehicles and one (1) will be an unmarked detective unit. In addition, one (1) 2015 Ford F150 was ordered for use as a Community Service Officer vehicle. Fleet Management is seeking a vendor to purchase and install specific emergency equipment into each vehicle. Said equipment includes, but is not limited to, prisoner partitions, computer mounts, consoles, prisoner seats, rear storage boxes, emergency lighting, radios, antennas, pushbumpers, controllers and gunlocks.

Scope of Services

The Belmont Fleet Management Division is requesting proposals to purchase, install and outfit emergency equipment as specified for five (5) 2016 Ford Police Interceptor Utility vehicles and one (1) 2015 Ford F150.

Staff is available to meet and discuss equipment configuration prior to submitting a proposal. A Police vehicle will be available for vendors to view before June 8, 2015. To schedule an appointment, please contact Rico Acquisti at (650) 595-7466 or racquisti@belmont.gov.

The four (4) patrol units will be equipped from Ford as follows:

- 2016 Police Interceptor Utility (K8A/500A)
- 3.7L Ti-VCT V6 engine (99R)
- 6-speed automatic transmission (44C)
- California emission system (422)
- License plate bracket – Front (153)
- Front headlight lighting solution (66A)
- Rear lighting solution (66C)
- Police wiring harness connector kit – front (47C)
- Police wiring harness connector kit – rear (21P)

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- Side marker LED – sideview mirrors (63B)
- Spot lamp – LED, driver only (Whelen) (51T)
- 100 watt siren/speaker with bracket and pigtail (18X)
- Dark car feature - Courtesy lamp disable (43D)
- Dome lamp red/white in cargo area (17T)
- Rear door handles inoperable/locks inoperable (68G)
- Rear window power delete, operable from front driver side switches (18W)
- Rear view camera (21B)
- Reverse sensing (76R)
- Keyed alike
- Noise suppression bonds (60R)
- Two-tone vinyl package #3 - Roof and front doors only - White (YZ) (91C)
- Exterior color, Factory applied - Shadow Black (G1)
- Interior color, Charcoal black (9W)

The one (1) unmarked detective unit will be equipped from Ford as follows:

- 2016 Police Interceptor Utility (K8A/500A)
- 3.7L Ti-VCT V6 engine (99R)
- 6-speed automatic transmission (44C)
- California emission system (422)
- License plate bracket – Front (153)
- Front headlight lighting solution (66A)
- Police wiring harness connector kit – front (47C)
- Police wiring harness connector kit – rear (21P)
- 100 watt siren/speaker with bracket and pigtail (18X)
- Dark car feature - Courtesy lamp disable (43D)
- Dome lamp red/white in cargo area (17T)
- Interior upgrade package (65U)
- Roof rack side rails – black (68Z)
- Badge delete (16D)
- Painted aluminum wheels (64E)
- Rear view camera (21B)
- Reverse sensing (76R)
- Keyed alike
- Noise suppression bonds (60R)
- Exterior color, Factory applied – Medium Titanium Metallic (YG)
- Interior color, Charcoal black (FW)

The one (1) Ford F150 will be equipped from Ford as follows:

- F-150 regular cab 4x2 with 6.5' bed (F1C/100A)
- XL Series

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- 122.5" wheelbase
- 3.5L V6 engine (998)
- Electronic 6-speed automatic transmission (446)
- 3.55 axle ratio (X19)
- California emissions system (422)
- Power equipment group (85A)
- Class IV trailer hitch (53B)
- Box side steps (63S)
- Tailgate step (63T)
- Rear view camera with dynamic hitch assist (76C)
- Reverse sensing system (76R)
- Vinyl 40/20/40 front seat in medium earth gray (AG)
- Front license plate bracket (153)
- Solid color paint: Oxford White (YZ)

To outfit these vehicles City requires certain emergency equipment and installation services. This emergency equipment includes prisoner partitions, computer mounts, consoles, prisoner seats, rear storage boxes, emergency lighting, wiring and controls, radios, antennas, pushbumpers, controllers and gunlocks. Installation services include Police Department owned mobile computer systems and docking stations, and all equipment purchased by the vendor on behalf of the City of Belmont.

Equipment to be acquired by the vendor shall be specific to the make, model, and year of the vehicles described in this Request for Proposal. The following is a listing of equipment to be installed in the four (4) patrol units:

- (1) Setina PB450L4-SUV pushbumper with 4 LED light heads (or equal)
- (1) Setina GK10301S1U partition mounted dual gun rack with T-Rail. One universal and one shot gun (or equal)
- (1) Setina partition 10-SC2-RP includes clear poly window with slotted poly window cover and recess cut out (or equal)
- (1) Federal Signal VALR44-CAL1 dual color Valor LED light bar (or equal)
- (1) Code 3 Z3 siren/lights/PA controller (or equal)
- (2) Sound Off ELUC2S010 R Hide-a-way LED (or equal)
- (2) Sound Off ELUC2S010 B Hide-a-way LED (or equal)
- (1) Sound ETULT12W 12" Utility strip light. White housing/white LED's mounted in cargo area (or equal)
- (1) On/off toggle switch for LED light strip
- (1) Able 2 14.0553 three power outlet (or equal)
- (1) Havis Shield C-1800 18" console (or equal)
- (1) Armrest C-ARM-101 (or equal)
- (1) Troy AC-BH95 dual external cup holder (or equal)

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- (1) Havis C-SM-SA-1-HD heavy duty mounting bracket with swing arm (or equal)
- (1) Havis C-MD-202 tilt/swivel adaptor for laptop and keyboard (or equal). Computer docking station, antenna and power supply will be provided by the City of Belmont for installation
- (2) Troy AC-MCM1 mic bracket and holder (or equal)
- (1) Laguna FE4502RB Ready Buckle rear hard seat (or equal)
- (1) D&R Sub Frame 933-0092A Used with Laguna Ready Buckle Seat System (or equal)
- (1) D&R 933-0683A single drawer cabinet used with Laguna Ready Buckle Seat System (or equal)
- (1) Kenwood TK890BK9FMSH1 remote mount mobile radio including L-846 assembly code and KCT-18 Ignition sense cable (no exceptions). Radio must be programmed with the current channels and frequencies used by the Belmont Police Department
- (1) Standard T Band whip antenna kit (or equal)
- (1) Streamlight flashlight charger will be provided by the City of Belmont for installation
- All wiring, connectors, terminals, ATO fuses, ATO fuse blocks, Bosch style relays, solenoids, circuit breakers, brackets, etc. to complete the installation

In addition to the above the equipment listed below will be installed in one (1) Patrol unit deemed the Corporal's unit. This unit will be equipped with the same items above expect for the Police radio and command box:

- (1) Kenwood TK890BK9FMDH1 dual head remote mount mobile radio including L-847 assembly code, L-917 Hot Mic modification and KCT-18 Ignition sense cable (no exceptions). Radio must be programmed with the current channels and frequencies used by the Belmont Police Department. One radio head will be mounted in the command box.
- D&R 934-0706A two (2) drawer cabinet including white board used with Laguna Ready Buckle Seat System (or equal)
- (1) D&R Sub Frame 933-0092A Used with Laguna Ready Buckle Seat System (or equal)

The following is a listing of equipment to be installed in one (1) unmarked detective unit:

- (1) Sound Off EGHST2 R-12 (or equal) surface mount ghost light, (include brackets for mounting behind the grill)
- (1) Sound Off EGHST2 B-12 (or equal) surface mount ghost light, (include brackets for mounting behind the grill)
- (1) Sound Off ENFSWP3R (or equal) 12 LED Nforce single color windshield light with permanent mount and shroud (mounted on driver side where headliner meets windshield)
- (1) Sound Off ENFSWP3B (or equal) 12 LED Nforce single color windshield light with permanent mount and shroud (mounted on passenger side where headliner meets windshield)
- (2) Sound Off ELUC2S010 R (or equal) Hide-a-way LED (mounted inside rear tail lamp housing)

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- (2) Sound Off ELUC2S010 B (or equal) Hide-a-way LED (mounted in reverse light Housing)
- (1) Unitrol UM80K 80K siren/airhorn/PA amp (or equal)
- (1) Unitrol UMC029 pig tail plug (or equal)
- (1) on/off/on rocker switch for front and rear lighting controls
- (1) on/off switch for siren
- (1) Momentary button for airhorn
- (1) Kenwood TK890BK9FMSH1 remote mount mobile radio including L-846 assembly code and KCT-18 Ignition sense cable (no exceptions). Radio must be programmed with the current channels and frequencies used by the Belmont Police Department. Mounting location to be determined.
- (1) Antennex QWB470 ¼ wave antenna (or equal)
- (1) Antennex MB8 RG58 coax antenna cable (or equal)
- (1) Kenwood CPL9C antenna connector (no exceptions)
- (1) D&R 933-0093A (or equal) single drawer cabinet
- (1) D&R Sub Frame 933-0092A (or equal)
- All wiring, connectors, terminals, ATO fuses, ATO fuse blocks, Bosch style relays, solenoids, circuit breakers, brackets, etc. to complete the installation

The following is a listing of equipment to be installed in one (1) Ford F150 Community Service Officer Vehicle:

- (1) Federal Signal Dynamax ES100 100 watt siren speaker (or equal)
- (1) ESB-U Universal bail bracket for Dynamax siren speaker (or equal)
- (1) Whelen UHF2150A headlight flasher. Positive/Negative (or equal)
- (2) Sound Off ELUC2S010 W Hide-a-way LED (or equal) (mounted inside headlight assembly)
- (2) Sound Off ELUC2S010 R (or equal) Hide-a-way LED (or equal) (mounted in tail light assembly)
- (1) Charge Guard Timer CG.X 9 components wired to this device to be determined (or equal)
- (1) Code 3 21TR47A4-C2457 (or equal) 47" Amber lightbar with arrowstick functions. No alley or takedown lights.
- (1) Havis Shield 8" angled console C-AS-840-11D H 11" deep housing only (or equal)
- (1) Havis Shield C-HDM-108 heavy duty passenger side seat mount for computer stand (or equal)
- Computer docking station, antenna and power supply will be provided by the City of Belmont for installation
- (1) Unitrol UTMPA6 lighting control box with airhorn and PA (or equal)
- (1) Sound Off ECVDMLT00 dome light (or equal)
- (1) Kenwood TK-8180K mobile radio including KCT-46 ignition sense cable (no exceptions). Radio must be programmed with current channels and frequencies used by the Belmont Police Department Community Service Officers vehicles.

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- (1) Standard T Band whip antenna kit (or equal)
- (1) Antennex MB8 RG58 Coax antenna cable (or equal)
- (1) Kenwood CPL9C antenna connector (no exceptions)
- All wiring, connectors, terminals, ATO fuses, ATO fuse blocks, Bosch style relays, solenoids, circuit breakers, brackets, etc. to complete the installation

Installation

Installation of all equipment and wiring shall be in accordance with industry standards and must be tested and approved by customer prior to delivery of vehicles. The installations must comply with the Department of Transportation, National Highway Traffic Safety Administration, Title 49 Regulations and Standards, California Vehicle Code, and the California Code of Regulations Title 13. Component location, installation methods, and wire routing must be standardized between similar vehicles. All components removed from vehicles during the installation are the property of the City of Belmont, and shall be returned to the City.

Warranty

All equipment installed on these vehicles shall be provided with either a manufactures' or vendor-supplied warranty of no less than one (1) year, whichever is longer. The vendor shall warrant all installation and labor for the life of the vehicle. Any work performed as part of this warranty shall be performed at no cost to the City of Belmont.

All warranty repairs shall be done on-site at no charge to the City, including no trip charges, unless agreed upon by the City's Fleet Management Division. All warranty repairs shall be addressed by the awarded vendor within 48 hours of notification by the City of Belmont. All warranty dates start when the vehicle is completed and accepted by the City of Belmont.

Completion of Work

It is anticipated that these vehicles will be delivered to the City in the next 120-150 days. Once these vehicles arrive, commencement of the requested work shall begin within two weeks. Once work begins on a vehicle, work must be completed within ten (10) working days, unless delays are approved by the City of Belmont Senior Mechanic. A penalty of \$100.00 per calendar day will be subtracted from the invoice for everyday the vehicle is delayed from completion, unless the vendor and the City of Belmont have made prior arrangements prior to the fifth working day.

Equipment Availability

All equipment and materials needed to complete the installations must be in the vendor's possession when the vehicles arrive at the vendor's location. Vendor is expected to preorder any equipment and/or materials needed prior to vehicles being delivered. Vendor may invoice the

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City for equipment special ordered for these installations. The City will pay said invoice once the equipment arrives undamaged at vendor's location. All equipment paid for by the City must be covered under the vendor's insurance policy in the event of damage, theft or disaster. The City will not pay for any equipment lost, stolen or damaged while in the vendor's possession.

Response Format and Content

Responses to this Request for Proposal should include the following:

1. Cover Page
2. Introduction/Background Statement
3. Vendor information including company name, address, contact information as well as primary point of contact.
4. A Bidders Proposal with an itemized materials list (including make and part number), lump sum materials cost, lump sum labor total costs, pickup and delivery charges, and applicable sales tax for each unit.
5. An exception sheet clearly listing any and all exceptions taken by the vendor. Any deviation from the Scope of Services or substitutions of services or materials listed in this RFP must be clearly indicated (if the deviation or changes in the scope are not acceptable to the City the proposal may be deemed non-responsive.) Complete detailed specifications must accompany any substitutions so specified.
6. List of no less than three (3) recent, relevant projects with client information. Provide references with current verified telephone numbers, so that we may contact them and ask about your services.
7. List of any subcontractors to be utilized, if any, with appropriate subcontractor information including name and address of subcontractor, point of contact information for subcontractor, and type of work subcontractor will be providing.
8. A statement acknowledging that the vendor shall comply with and consent to all conditions outlined in this RFP.

Failure to include any of the above may cause the proposal to be deemed incomplete and rejected.

Dates and Deadlines

Deadline for written questions	June 4, 2015 (4:00PM)
Proposals due	June 8, 2015 (2:00PM)
Projected date of selection	June 30, 2015
Projected project start date	TBA

Sealed bids will be received at the City Clerk's Office, One Twin Pines Lane, Suite 375 Belmont, CA. 94002 until 2:00PM local time, Monday June 8, 2015, at which time and place they will be publicly opened. The envelope must be marked Vehicle Outfitting Bid Documents.

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Agreement for Service

The contract will be issued by the City of Belmont. A sample of the City's standard Services Agreement is attached for your review. Comments on this agreement should be included with your proposal.

Pricing

Your proposal should include an itemized cost estimate for all work required for this project. Any assumption or exception made should be clearly noted. If any of the services or materials you are proposing is available through a State of California contract, or other similar government-related master agreement, include your contract number and other relevant information. All quoted prices shall remain firm for the duration of the contract.

Vendor Selection

A committee consisting of City staff will evaluate submitted proposals. Failure to complete contract requirements, including but not limited to insurance documentation may result in disqualification. The City may award the contract to more than one bidder, if necessary, based on the responses. Bidders are solely responsible for their costs associated with submitting a proposal.

Review Criteria

The following are the City's criteria for evaluation and award.

- Past experience and track record in completing projects of similar scope and complexity for municipalities.
- Vendor's demonstrated understanding of requirements and needs of the City based on submitted response.
- Vendor's timeline needed to complete the project.
- Feedback from reference customers.
- Vendor's acceptance of City's Services Agreement.
- Total cost for the services proposed.

If there are any questions regarding this request for proposal, please contact Rico Acquisti at (650) 595-7466 or racquisti@belmont.gov.

Attachments:

Services Agreement

CITY OF BELMONT
SERVICE AGREEMENT
[Click here to enter text.](#)
[Click here to enter text.](#)

This Service Agreement (hereinafter "Agreement") is entered into by the City of Belmont, a municipal corporation (hereinafter "City"), and [Click here to enter text.](#), (hereinafter "Consultant"). City and Consultant may be collectively referred to herein as the "parties."

RECITALS

- A. City requested a proposal from Consultant to perform the services generally including: [Click here to enter text.](#)
- B. In response to the City's request, Consultant submitted a proposal, and, after negotiations, Consultant agreed to perform the services more particularly described on Exhibit "A", in return for the compensation described in this Agreement and Exhibit "B".
- C. In reliance upon Consultant's documentation of its qualifications, the City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES AGREE AS FOLLOWS:

- 1. **SCOPE OF SERVICES.** Consultant shall perform the services described in Exhibit "A", attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement.
- 2. **TIME FOR PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.
- 3. **PAYMENT.**
 - 3(A). **Billing.** In order to request payment, Consultant shall submit monthly invoices to the City identifying the services performed and the charges therefore (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the Consultant's billing rates (set forth on Exhibit "B"). The City shall make monthly payments to Consultant for services which are performed in accordance with this Agreement, to the satisfaction of the City.

3(B). **“Not to Exceed” Compensation.** The compensation payable to Consultant for the services identified in Exhibit “A” shall not exceed \$ [Click here to enter text.](#). Consultant shall not perform any services beyond the services identified in Exhibit “A” without prior written authorization from the City’s Authorized Representative. If the City’s Authorized Representative provides authorization for additional services, the total compensation payable to the Consultant under this Agreement shall not exceed \$ [Click here to enter text.](#).

3(C). **Consultant’s Failure to Perform.** In the event that Consultant performs services which do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from the City, re-perform the services (without additional compensation to the Consultant). If Consultant’s failure to perform in accordance with this Agreement causes damages to the City, Consultant shall reimburse the City for the damages incurred (which may be charged as an offset to Consultant’s payment).

4. **AUTHORIZED REPRESENTATIVES.**

4(A). **Consultant’s Authorized Representative.** Consultant understands that, in entering into this Agreement, the City has relied upon Consultant’s ability to perform in accordance with its representations regarding the qualifications of the Consultant (including the qualifications of its Authorized Representative, its personnel, and its subconsultants, if any). All services under this Agreement shall be performed by, or under the direct supervision of, Consultant’s Authorized Representative.

4(B). **City’s Authorized Representative.** For the performance of services under this Agreement, the Consultant shall take direction from the City’s Authorized Representative, [Click here to enter text.](#), unless otherwise designated in writing by the City’s Authorized Representative or the City Manager.

5. **INFORMATION AND DOCUMENTATION.**

5(A). **Information from City.** City has made an effort to provide Consultant with all information necessary for Consultant’s performance of services under this Agreement. If Consultant believes additional information is required, Consultant shall promptly notify the City, and the City will provide to Consultant all relevant non-privileged information in City’s possession.

5(B). **Consultant’s Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four years. Consultant’s accounting records shall include, at a minimum, all documents which support Consultant’s costs and expenses related to this Agreement, including personnel, subconsultant invoices and payments, and reimbursable expenses. Consultant’s accounting records shall be made available to City within a reasonable time after City’s request, during normal business hours.

5(C). **Ownership of Work Product.** All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement (“work product”), whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant’s services, or upon demand by the City. Consultant shall have a right to make and keep copies of the work product. Consultant shall not reveal the work product, or make it available, to any third party without the prior written consent of the City.

6. **RELATIONSHIP BETWEEN THE PARTIES.** Consultant is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. Consultant is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Consultant. Consultant is not an officer or employee of City, and Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.
7. **CONFLICTS OF INTEREST PROHIBITED.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Sections 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by the City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with the City (including this Agreement) involving Consultant's conflicting interest may be terminated by the City.
8. **NONDISCRIMINATION.** Consultant shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.
9. **COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.
10. **BUSINESS LICENSE.** The Consultant shall apply for and pay the business tax and registration tax for a business license, in accordance with the Belmont City Code.
11. **INSURANCE.** Consultant must, throughout the duration of this Agreement, maintain insurance to cover Consultant (including its agents, representatives, subconsultants, suppliers, and employees) in connection with the performance of Work under this Agreement, including against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work. This Agreement identifies the minimum insurance levels with which Consultant must comply; however, the minimum insurance levels do not relieve Consultant of any other performance responsibilities under this Agreement (including the indemnity requirements). City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
- 11(A). **Coverage.** Consultant must maintain insurance in the following minimum levels:
 - 11(A)(1). **Workers' Compensation.** Workers' compensation coverage as required by the State of California, with statutory limits.

- 11(A)(2). Commercial General Liability (CGL).** Commercial general liability with coverage at least as broad as ISO form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury \$1,000,000 per occurrence. and \$2,000,000 aggregate.
- 11(A)(3). Employer’s Liability.** Employer’s liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.
- 11(A)(4). Automobile Liability.** Automobile liability with coverage at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9) in an amount not less than \$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Consultant’s vehicle usage in performing services hereunder).
- 11(A)(5). Professional Liability.** For design-build projects, or if the Work requires Consultant to provide professional services related to environmental hazards, professional liability in an amount not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- 11(B). Additional Coverage.** Consultant may carry, at its own expense, any additional insurance it deems necessary or prudent. If Consultant maintains higher levels than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum levels of insurance and coverage shall be available to the City.
- 11(C). Insurer Qualifications.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
- 11(D). Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either:
- 11(D)(1).** Consultant must reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or,
- 11(D)(2).** Consultant must provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 11(E). Subrogation Waiver.** Consultant hereby grants to City a waiver of any right to subrogation which any insurer of Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers’ Compensation policy must be endorsed with a waiver of subrogation in favor of City for all work performed by Consultant, its employees, agents and subcontractors. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.
- 11(F). Evidence of Coverage.** Concurrently with the execution of this Agreement, Consultant must furnish City with original certificates and amendatory endorsements, or copies of information or declaration page listing all policy endorsements of the insurance required hereunder. However, failure to obtain the required documents before the work beginning shall

not waive Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

11(G). Endorsements. The insurance policies must be endorsed as follows:

11(G)(1). For commercial general liability and automobile liability insurance, the City (including its elected officials, employees, and agents) must be named as an additional "insured". The endorsement must include liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of Consultant. For commercial general liability, the policy must be endorsed with a form at least as broad as ISO form CG 20 10, GC 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used.

11(G)(2). Consultant's insurance is primary to any other insurance (including self-insurance) available to the City (including its elected officials, employees, and agents) with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

11(G)(3). No policy shall be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City by first class mail.

11(H). Claims Made Policies. If any required coverage is made on a claims-made form:

11(H)(1). The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

11(H)(2). Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

11(H)(3). If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11(H)(4). A copy of the claims reporting requirements must be submitted to City for review.

11(H)(5). If the services involve lead-based paint or asbestos identification/remediation, Consultant's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, Consultant's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

11(I). Subcontractors. Consultant must require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant must ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors must provide coverage with a format least as broad as CG 20 38 04 13.

12. REPORTING DAMAGES. If any damage (including death, personal injury or property

damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by email at finance@belmont.gov, and Consultant shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Consultant's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

13. **INDEMNIFICATION.** Consultant shall indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement.
14. **TERM OF THE AGREEMENT.** The term of this Agreement shall commence on the date last signed by the parties, below, and shall continue until completion of all services in accordance with the timing requirements set forth in Exhibit "A" and paragraph 2 of this Agreement. This Agreement may be terminated by the City without cause upon fifteen (15) days written notice to Consultant. If the City exercises its right to terminate this Agreement in accordance with this paragraph, the City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, through and including the date of termination, but not to exceed the payments according to the rates specified in Exhibit "B" or the maximum amount authorized under paragraph 3 of this Agreement.
15. **DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.
16. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City of Belmont

Attn: [Click here to enter text.](#)

[Click here to enter text.](#)

One Twin Pines Lane, Suite [Click here to enter text.](#)

Belmont, CA 94002

To: Consultant

Attn: [Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

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17. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
 18. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
 19. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.
 20. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
 21. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
 22. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
 23. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
 24. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
 25. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
 26. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

CITY OF BELMONT

By: _____
Greg Scoles, City Manager

Date: _____

APPROVED AS TO FORM

Scott M. Rennie, City Attorney

FUNDING VERIFIED

Thomas Fil, Finance Director

CONSULTANT
[Click here to enter text.](#)

By: _____

(print name) (print title)

Date: _____

By: _____

(print name) (print title)

Date: _____